

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re:	Stephen J. Peroutka	Group Art Unit:	1614
Appl. No.:	10/523,843	Examiner Name:	Jagoe, Donna A.
Filed:	August 30, 2005	Confirmation No.:	4372
For:	Methods of Preventing Headaches with Norepinephrine Precursors		

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**REVOCATION OF POWER OF ATTORNEY
AND NEW POWER OF ATTORNEY BY ASSIGNEE**

Chelsea Therapeutics, Inc., the Assignee of record hereby revokes all powers of attorney previously granted with respect to the above-identified patent application, and appoints the practitioners associated with the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and directs that all correspondence be addressed to that Customer Number:

Customer Number 00826

with full power of substitution and revocation to transact all business in the Patent and Trademark Office in connection therewith.

Please direct telephone calls to the attention of:

Christopher M. Humphrey
Registration No. 43,683
Tel Raleigh Office (919) 862-2200
Fax Raleigh Office (919) 862-2260

Chelsea Therapeutics, Inc., the assignee of record, hereby elects under 37 C.F.R. § 3.71 to prosecute this patent application and certifies that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel ___, Frame ___, or for which a copy thereof is attached.

OR

B. ☒ A chain of title in accordance with 37 CFR § 3.73(b) from the inventor(s) of the patent application identified above and provides the following information to the current assignee as shown below:


1. From: Stephen Peroutka To: Synergia Pharma, Inc.
The document was recorded in the Patent and Trademark Office at Reel 017039, Frame 0708.
2. From: Synergia Pharma, Inc. To: Chelsea Therapeutics, Inc.
A copy of the document is attached.

☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the Assignee.

Assignee of Record:

CHELSEA THERAPEUTICS, INC.

By: 
S. PEDDER
(Print or type name of person signing)

Title: CEO

Date: 6/24/07

CUSTOMER NO. 00826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Tel Raleigh Office (919) 862-2200
Fax Raleigh Office (919) 862-2260

ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON July 24, 2007.

Exhibit B

Form of Patent and Patent Application Assignment

PATENT AND PATENT APPLICATIONS ASSIGNMENT

WHEREAS, Synergia Pharma, Inc., a Delaware corporation, hereinafter "SELLER," is the owner of all interest in the inventions disclosed in the United States patents and patent applications listed in Schedule A (collectively, the "Patents"), which are attached hereto and incorporated by reference herein.

WHEREAS, Chelsea Therapeutics, Inc. a Delaware corporation, hereinafter "BUYER," desires to acquire an interest therein.

WHEREAS, the SELLER and BUYER have entered into a certain Asset Purchase Agreement of even date herewith pursuant to which the SELLER has sold and the BUYER has, among others, purchased all right, title, and interest in, to and under the Patents.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, SELLER has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto said BUYER, its successors, assigns, and legal representatives, SELLER's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions as described in said Patents, together with SELLER's entire right, title and interest in and to said Patents, and such Patents as may issue thereon or claim priority under law or international convention; including but not limited to conversions, continuations, divisionals, reissues, renewals, reexaminations, and other filings related to such Patents; said inventions and Patents to be held and enjoyed by said BUYER for its own use and behalf, and for its successors, assigns and legal representatives, to the full end of the term for which said Patents may be granted as fully and entirely as the same would have been held by SELLER had this assignment and sale not been made; SELLER hereby conveys all of SELLER's rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by such Patents. SELLER hereby acknowledges that this assignment, being of SELLER's entire right, title and interest in and to said inventions, carries with it the right in BUYER to apply for and obtain from competent authorities in all countries of the world any and all Patents by attorneys and agents of BUYER's selection and the right to procure the grant of all Patents to BUYER for its own name as BUYER of SELLER's entire right, title and interest therein. SELLER also hereby acknowledges that this assignment carries with it the right in BUYER to sue for damages for infringement of said Patents.

AND, SELLER hereby further agrees for itself and its successors, assigns and legal representatives to execute upon reasonable request, and at BUYER's expense, any other lawful documents and likewise to perform any other lawful acts which may be

reasonably deemed necessary to secure fully the aforesaid inventions to said BUYER, its successors, assigns, and legal representatives, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved.

AND, SELLER hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to record BUYER as the owner of the Patents and to issue any applications as shall be granted upon such Patents, notices and any other communications and documents bearing on the Patents based thereon, to said BUYER, its successors, assigns, and legal representatives.

AND, this assignment is binding on SELLER, and its successors and assigns, and will inure to the benefit of BUYER, its successors and assigns, and shall be construed and enforced in accordance with the laws of the state of North Carolina without regard to the conflict or choice of law rules of North Carolina or any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers as of this _____ day of _____, 2007.

CHELSEA THERAPEUTICS, INC.

By: _____

Name: _____

Title: _____

SYNERGIA PHARMA, INC.

By: _____

Name: _____

Title: _____

Schedule A to
Patent and Patent Application Assignment

Patents and Patent Applications

1. US Publication Number: 2006/0035976 (Methods of Preventing Headaches with Norepinephrine Precursors)
2. US Serial Number: 10/556,399 (Threo-Dops Controlled Release Formulation)
3. US Serial Number: PCT/US04/28271 (Compositions and Methods for Orthostatic Intolerance)